

Strength Works Ltd Terms and Conditions

1. Membership Access and Supervision

You have agreed to purchase a membership at Strength Works Ltd that allows you 24-hour access. As such, you are aware that there will be NO SUPERVISION OR ASSISTANCE DURING CERTAIN HOURS.

You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you.

I agree to abide by the conditions of the membership as attached. I acknowledge that failure to abide by these conditions or the club rules could result in my membership being cancelled without refund.

2. Outside Guests and Illegal Entrance

No guests are allowed in the facility unless pre-authorized by management. Under no circumstance may a member bring an unauthorized guest into the facility during non-staffed hours. This includes tailgating. Violators may have their membership terminated and under no circumstance will any money for the membership be refunded. You will also be liable for the processing cost of \$150 per unauthorized guest. Members will be liable for any damages caused by unauthorized guests.

3. Rules and Conduct

You agree to abide by all rules posted in and around the Club or otherwise notified to you which relate to use of equipment, health and safety (including hygiene), parking and the day-to-day operation of the Club and surrounding areas (Rules). In using the Club, you promise:

- (a) to make sure you know how to exercise safely, and if you are not sure, that you ask for our assistance;
- (b) to exercise in a way that is safe to you and others using the Club;
- (c) to act in a considerate and respectful manner towards the Club's staff and other members of the Club; and
- (d) By using our facilities, you acknowledge and agree that if you bring muddy boots, gear, equipment, or other items that result in dirt, mud, or debris being tracked into or left within our premises, a \$20 cleaning fee will be automatically charged to your account. This fee will be applied immediately upon assessment of the cleaning requirement. You are responsible for ensuring your footwear and equipment are clean before entering the facilities to avoid this charge.

If we find you conducting yourself in a way that jeopardizes the health and safety of you or others in the Club, or you breach any of the Rules and that breach has a detrimental effect on the Club or any of its staff or other members (for example, you act in an offensive or disrespectful manner towards a staff

member or persistently interfere with other members' enjoyment of the facilities), we may (acting in good faith) expel you from the Club and/or terminate your membership.

4. Health and Other Risks

Our staff and contractors are not medically trained and cannot assess whether you can exercise without risking your health, safety or comfort. You promise to:

(a) notify us in writing if you have any risk of injury, illness, disability or other condition that means you shouldn't be using the Club's facilities, and this includes any infections or contagious illness; and

(b) not use the Club's facilities if you suffer from any injury, illness, disability or other condition which might cause additional injury or exacerbate your condition or pose a health risk to staff or others in the Club.

(c) I agree to maintain suitable footwear each time I visit and for the whole duration of entering Strength Works. Unsuitable footwear includes but is not limited to: gumboots, workboots, hiking boots, Crocs, sandals, open footwear, barefoot, socks.

(d) I agree to maintain appropriate athletic attire at all times whilst on the premises including having a shirt or top on at all times.

5. Term

Your membership term will commence on the start date you selected during registration, regardless of when you first use the facilities. If a date in the future is not specified, the membership and billing will begin immediately and continue until terminated in accordance with this agreement. Without taking away any termination rights in this agreement, your membership will automatically continue past expiry of any Minimum Term unless you give us notice by sending an email to info@strengthworks.co.nz prior to the end of your Minimum Term that you want the terms to end on expiry of the Minimum Term. Where you do give us such a notice, you will no longer be able to access the Club after the date it comes to an end and, if you wish to access the Club again, you will need to sign up for a new membership (to which another minimum term and upfront fees or annual fees may apply).

6. Termination

The member may terminate this agreement by giving the Club at least 30 days' written notice by email to info@strengthworks.co.nz. Where a Minimum Term applies and you terminate during the Minimum Term, an early Termination Fee will be applied. This fee is as follows: the Member remains liable for and agrees to pay the total remaining balance of all weekly fees for the unexpired portion of the contract term. Such remaining balance may be paid either:

(i) as a single lump sum payment due immediately upon cancellation, or

(ii) through continuation of the regular weekly payment schedule until the minimum term is fulfilled.

Weekly payments will continue to be automatically debited/charged following the fulfillment of the minimum term until the member provides written notice of termination to info@strengthworks.co.nz.

7. Payment

You agree to pay the Club in cleared funds either via a bank direct debit authority or credit card direct debit authority:

(a) the Membership Fees in advance for each Payment Cycle on and from the commencement date set out in the membership form; however adjustment shall be made by the Club to the first and last payments to allow for broken periods in those Payment Cycles; and

(b) any other payments incurred by you under or in connection with this agreement when specified in this agreement and after demand for payment by the Club, and these payments may include, but are not limited to, any Upfront Fees, Annual Fees, Early Termination Fee, late payment fees.

(c) I acknowledge that all banking and payment information provided must be accurate and current. I understand that I am responsible for ensuring sufficient funds are available in my nominated account for all scheduled payments. In the event that any payment is declined, returned, or fails to process due to incorrect banking details, insufficient funds, closed accounts, or any other reason, I agree to pay a dishonor fee of \$6.90 per failed attempt in addition to the outstanding membership fees.

8. Bad Debt

(a) I acknowledge that if my account balance/debt goes above \$50 I will have no access into the gym until the amount is cleared.

(b) I acknowledge if the outstanding charges on my account exceed \$150, we reserve the right to refer your account to a third-party debt collection agency. Upon referral to debt collections, your outstanding balance will be increased by 20% to cover collection fees and administrative costs. You will be responsible for paying the total amount, including this additional 20% charge, plus any further costs incurred by the collection agency in pursuing payment.

9. Refund Policy

No refund will be given if you choose to cancel a one-year membership or any upfront paid-in-advance membership as well as any PT, Sauna and Muay Thai or Boxing blocks.

10. Personal Training and Services

You agree that if you undertake personal training, boxing, muay thai or any other service offered by Strength Works, with any member of staff or contractor, that you do so entirely at your own risk, AND ASSUME ALL RISKS of injury, illness, or death as a result of using these services. You agree to and are aware of our appointment 48-hour cancellation policy – Cancellations within 48 hours of any appointment will be charged as a full session and no refund will be given.

11. Membership Holds

Membership holds can only be placed if requested via email to info@strengthworks.co.nz. Following the hold end date, your membership will reactivate automatically.

I acknowledge depending on what day the hold gets placed in relation to the billing cycle, extra days can be prorated and added or deducted to the weekly payment upon return.

Example: If the weekly membership is \$23 and I return 2 days before my billing day, the first payment would be approximately \$29.57 (\$23 + \$6.57 for the 2 remaining days). This can be billed to me before the hold date ends.

I acknowledge that I am responsible for my card. I acknowledge that if my card is swiped into the gym on hold, regardless of who swipes it, my Strength Works access card will automatically take my membership off hold and resume billing.

Any membership hold or suspension placed on this account within a minimum term will extend the minimum term by the equivalent duration of the hold period. The Member remains bound by all contract terms, including early termination obligations, until the adjusted contract end date is reached.

I acknowledge that I can only place one hold per year for a maximum period of one month unless I can show sufficient proof of exceptional circumstances, for example but not limited to, medical notes, financial hardship or extended travel.

12. Liability

You shall be responsible for loss or damage which is caused by your use of the Club. You understand the possibility of injury or other dangers connected with any form of physical activity. Without limiting (a) above, neither we (nor any of our employees, contractors, agents or representatives) will be responsible for any damage caused by you failing to follow any rules or reasonable directions given in relation to use of the Club's facilities.

To the extent we do become liable to you in connection with this agreement or your use of the Club, our liability to you shall be limited to an amount equal to your Membership Fees for a 12-month period (in total in respect of all claims).

You are solely responsible for your property (including any property you bring into the Club or onto its premises) and the security of that property. You should not take any valuables into the Club, even if you plan to store them in a locker as the Club will not be responsible for any loss or damage to valuables brought into the Club or onto its premises.

While we aim to minimize risks associated with public health issues, access to our Clubs is entirely at your own risk and we cannot guarantee that the Club will be (or will remain) free from communicable diseases.

13. Damage Reporting

Any damages to gym premises or gym equipment you must notify a Strength Works staff member within 24 hours of damage caused with correct details (who, damage caused, date and time) so we can determine accidental or malicious damage. If this is not actioned within this timeframe, then you may be liable for costs of the repair/replacement incurred from the damage. If we identify it as malicious, you will be liable for costs of repairs/replacement.

14. Provision of Information

(a) It is your responsibility to ensure that you update (by way of written notice to the Club) all personal information held by the Club about you, including any contact details the Club may hold for you.

(b) You must ensure that all personal information you provide to the Club (as part of the application process or otherwise) is true and accurate and you must not knowingly provide any false information to the Club.

(c) You authorize any person or company to provide the Club or the Billing Agent with such information as the Club or Billing Agent may require in response to its credit and/or membership enquiries.

(d) You also authorize the Club and Billing Agent to use information for any subsequent dealings that you may have with the Club or Billing Agent as a result of your application being accepted, including the provision of information to third parties regarding any failure to make any payment when due.

15. Media and Photography

You agree that any photography/video/media taken of you during your use of the gym may be used for advertising purposes or promotional material including, but not limited to the Strength Works website, Facebook page and Instagram.

16. Corporate Memberships

Corporate memberships are contingent upon maintaining a minimum of five (5) active members at all times to qualify for the discounted corporate rate. The Member acknowledges that if the number of active participants falls below five (5) at any time during the membership period, they will immediately lose eligibility for the corporate discount rate and will be automatically transferred without notice to an adult weekly flexible membership. Due to the discounted nature of corporate memberships, all corporate members are subject to a minimum six (6) month contract commitment from the commencement date or from the date of joining the corporate membership, whichever is later.

17. Amendments to Your Membership Terms

We reserve the right to amend this agreement, the Club rules, club operating hours (including hours that our club is staffed), and our policies (including the on-hold policy). Our ability to amend extends to Membership Fees (outside of the Minimum Term). We will provide at least 30 days' notice to you of any such amendment unless a change is needed for health and safety reasons, in which case such change may have immediate effect.
